



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001
RFP NO.: B2Z10066
TITLE: STRATEGIC ECONOMIC DEVELOPMENT PLAN
ISSUE DATE: 6/2/10

REQ NO.: NR 419 20001000021
BUYER: JULIE LOMBARD
PHONE NO.: (573) 751-4148
E-MAIL: Julie.Lombard@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 06/29/10 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH MARCH 31, 2012

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
301 W. HIGH STREET, SUITE 680
P.O. BOX 1157
JEFFERSON CITY, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

AMENDMENT #001 TO RFP B2Z10066

TITLE: STRATEGIC ECONOMIC DEVELOPMENT PLAN

CONTRACT PERIOD: DATE OF AWARD THROUGH MARCH 31, 2012

Prospective offerors are hereby notified of the following changes and clarifications:

1. The following paragraph has been **REVISED**:

4.1.10

2. The following exhibit has been **REVISED**:

Exhibit C



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B2Z10066
TITLE: STRATEGIC ECONOMIC DEVELOPMENT PLAN
ISSUE DATE: 5/21/10

REQ NO.: NR 419 20001000021
BUYER: JULIE LOMBARD
PHONE NO.: (573) 751-4148
E-MAIL: Julie.Lombard@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 06/29/10 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH MARCH 31, 2012

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
301 W. HIGH STREET, SUITE 680
P.O. BOX 1157
JEFFERSON CITY, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/20/10). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION

This section of the Request for Proposal (RFP) describes the purpose of this RFP and includes information about the Missouri Department of Economic Development's request for an independent, unbiased third party to conduct and provide strategic economic consulting services. The contents of this section are informational and do not require a response from offerors.

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the acquisition of consulting services to have an independent, unbiased third party conduct and provide strategic economic planning consulting services for the Missouri Department of Economic Development (often referred to as "state agency", "agency", or "department" hereafter) in accordance with the requirements and provisions stated herein.

1.2 Organization of RFP Document:

- 1.2.1 This document is divided into the following parts:

Section 1: Introduction

Section 2: Offeror's Instructions and Requirements

Section 3: Contractual Requirements and Provisions

Section 4: Performance Requirements

State of Missouri Terms and Conditions Request for Proposal

[Separately Downloadable Documents]

Exhibit A: Pricing Pages/Cost Forms

Exhibit B: Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment

Exhibit C: Offeror's Experience & Expertise

Exhibit D: Method of Performance and Missouri Resources

Exhibit E: Conflict of Interest/Offerors as State Employees

Exhibit F: Business Entity Certification, Enrollment Documentation, and Affidavit Of Work Authorization

Exhibit G: Missouri Service-Disabled Veteran Business Preference

Exhibit H: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions

Attachment 1: Key Partners and Local Action Plans

Attachment 2: American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

Exhibits / Attachments:

The offeror is advised that the exhibits and attachments described above require the offeror to provide requested information, pricing, and/or provide additional information and instruction to the offeror. However, Exhibits A-G and Attachments 1 & 2 are not part of this document, but, instead, must be downloaded from the State of Missouri website. Please refer to <https://www.moolb.mo.gov>. These exhibits and/or attachments shall be a separate downloadable document located on the same web page where the RFP document B2Z10066 is downloadable.

It shall be the sole responsibility of the offeror to obtain the exhibits and/or attachments. **The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the exhibits and/or attachments.** Failure of the offeror to submit an exhibit may result in minimal consideration in the evaluation of the offeror's proposal and may result in rejection of the proposal.

1.3 Tentative RFP Process Schedule:

- 1.3.1 Listed below are the significant milestones for this solicitation. The time frame listed for each milestone is approximate and subject to change.

Milestone	Date
RFP Release	05/21/10
Preproposal Conference	06/10/10
Questions Due	06/14/10
Proposals Due (by 2 p.m.)	06/29/10
Target Date for Award Determination	09/30/10

1.4 Pre-Proposal Conference:

- 1.4.1 A pre-proposal conference regarding this Request for Proposal will be held on **Thursday, June 10, 2010 at 9:00 a.m.**, in Room 500 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.
- 1.4.2 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.4.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

1.5 RFP Questions:

- 1.5.1 The offeror may submit via email written communications and/or questions, to the buyer of record, Julie Lombard, at Julie.Lombard@oa.mo.gov regarding the RFP. Please provide such questions by no later than **June 14, 2010**.
- Amendment to the RFP - Any changes needed to the RFP as a result of discussions from such communications/questions will be accomplished as an amendment to the RFP. There shall be no posted written records of the questions/communications (i.e. formal question/answer document).
 - Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, offerors are advised that unless specified elsewhere in the RFP, any questions received after **5:00 p.m. on June 14, 2010** may not be answered.

1.6 Offeror's Contacts:

- 1.6.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific

procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

1.7 Estimated Quantities:

- 1.7.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

1.8 Background Information:

- 1.8.1 General background information about the Department of Economic Development (DED) is contained in the Official Manual, State of Missouri, 2009-2010, published by the Secretary of State, can be found on the Internet at <http://www.sos.mo.gov/BlueBook/2009-2010/default.asp>. Select “Chapter 6 Executive Departments,” then “Department of Economic Development.” Further information can be found on the Department’s website at <http://ded.mo.gov/>.
- 1.8.2 The general goals and objectives of the Strategic Economic Development Plan are stated below:
- a. Reduce state unemployment rate to a level below the average of the prior 10 years (5.5%), and at least 1% below the national unemployment rate.
 - b. Increase the growth in state personal income (per capita income and median household income) above the national average.
 - c. Increase the growth in state Gross Domestic Product (GDP) above the national average.
 - d. Increase the growth in state general revenue per capita above the level for the average of the prior 10 years (i.e., average level is currently \$1,035.00).
 - e. Increase the number of new technology based businesses by 25% more than the average of the number for the past 10 years.
- 1.8.3 There is the potential for some federal grant and stimulus money to be used for funding the contract.

2. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS

This section of the RFP includes information and instructions that are integral to offerors offering a proposal response submission. Many of the instructional provisions require certain actions by the offeror in providing a proposal.

2.1 Preparation and Submission of Proposals:

ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS RFP.

- 2.1.1 The offeror's proposal should include an original document, plus six (6) copies for a total of **seven (7) hard copy documents**.
- a. In addition the offeror should provide **three (3) electronic copies** of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive(s).
 - b. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern. Unless the offeror specifically alerts the State of Missouri that additional proposal information is contained in electronic media submitted with the offeror's original proposal, it shall not be the responsibility of the State of Missouri to ensure that all proposal information submitted on media format is reviewed for evaluation consideration.
 - c. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."
 - d. All pages of the entire proposal should be **page numbered** in some fashion for easy reference.
 - e. Both the original and the copies should be printed on **recycled paper** and **double sided**. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.
 - f. Open Records: Pursuant to Section RSMo 610.021, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021 (refer to the following web site for further information: <http://www.moga.mo.gov/statutes/C600-699/6100000021.HTM>). Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021.
 - g. At the conclusion of the procurement process, the Division of Purchasing and Materials Management will image the offeror's proposal. For ease of subsequent imaging, the offeror is encouraged to submit their proposal on **loose leaf paper** in a **notebook or binder**.
 - 1) Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system

(<http://oa.mo.gov/purch/webimaging/Homepage.htm>). Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

- 2.1.2 The offeror's responses to the requested information listed in the number Tab Sections below should be provided by the offeror in order to verify the offeror's experience, expertise, method of performance, Missouri resources, proficiencies, and capabilities, and their proposed services. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE EVALUATION CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

a. Tab 1: Signed Cover Pages

The offeror should sign and return the cover page from the RFP and each RFP amendment (if any) with their proposal.

b. Tab 2: Table of Contents

A Table of Contents should be provided with the offeror's proposal. The Table of Contents should include section numbering and section heading information.

c. Tab 3: Transmittal Letter

An individual authorized to legally bind the offeror should produce and sign a Transmittal Letter on official business letterhead. The Transmittal Letter should include:

A statement explaining whether the Proposal submitted contains proprietary or confidential information. Note: The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes), which may be viewed at the following web site link: <http://www.moga.mo.gov/statutes/C600-699/6100000021.HTM>. ***The offeror shall not submit their entire proposal as proprietary or confidential.*** Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above-referenced statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential. Also, the offeror should provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

A statement indicating whether or not the offeror, subcontractor, or any individuals proposed to work on the project has a possible conflict of interest (e.g., employed by the State of Missouri) and, if so, the nature of that conflict.

d. Tab 4: Executive Summary

With their Transmittal Letter, the offeror should provide an Executive Summary that provides the Evaluation Committee and the state management with a collective understanding of the contents of the entire Proposal. The Executive Summary should briefly summarize the strengths of the offeror and their subcontractors, and its successful prior governmental experience with projects of a similar

nature, size, and complexity as what is requested herein. The Executive Summary Section should be limited to no more than six (6) pages in length.

e. Tab 5: Pricing Pages

Within this section the offeror should provide a response to the following Exhibit(s) and requested information.

- Exhibit A: Pricing Pages/Cost Forms

The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. **UNLESS STATED HEREIN, THE STATE SHALL ASSUME ABSOLUTELY NO OTHER COSTS EXIST TO SATISFY THE RFP'S REQUIREMENTS.** Therefore, the successful offeror shall be responsible for any additional costs.

Exhibit A is provided in an Excel Spreadsheet format. There are four (4) spreadsheets total with each of the following Pricing Tables listed on a separate spreadsheet within the Exhibit A Excel document:

- 1) Table A.1 Required Costs
- 2) Table A.2 Other Costs
- 3) Table A.3 Optional Costs
- 4) Table A.4 Renewal Options for all recurring costs

f. Tab 6: Participation by Other Organizations

- Exhibit B: Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment

g. Tab 7: Offeror's Experience & Expertise

- Exhibit C: Experience & Expertise

h. Tab 8: Method of Performance and Missouri Resources

- Exhibit D: Method of Performance and Missouri Resources

i. Tab 9: Other Requested Information

- Exhibit E: Conflict of Interest and Offerors as Employees
- Exhibit F: Business Entity Certification, Enrollment Documentation, and Affidavit Of Work Authorization

Pursuant to 285.530 RSMo, if the offeror meets the RSMo 285.525 definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit F must be submitted prior to an award of a contract.

- Exhibit G: Missouri Service-Disabled Veteran Business Preference

Any offeror eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete EXHIBIT M, MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE and provide the specified documentation in accordance with the instructions provided therein.

- Exhibit H: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions

The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit H with their proposal. This document must be satisfactorily completed prior to award of the contract.

2.2 Compliance with Terms and Conditions:

2.2.1 Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.

- a. The State of Missouri shall not sign or execute any additional contract, license, support services, professional consulting services, or other agreements provided by the offeror/contractor containing contractual terms and conditions as a result of this procurement. The entire contract agreement shall be pursuant to RFP paragraph 3.1.1.

2.3 Business Compliance:

2.3.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

2.4 Non-US Offeror:

2.4.1 If the offeror is a foreign entity that does not have Employer Identification Number assigned by the United States Internal Revenue Service (IRS), in addition to completing the blanks on page one of the RFP, the offeror must also submit a completed IRS W-8 form with the proposal.

- a. The appropriate IRS W-8 form can be obtained through the internet at the www.irs.gov website.
- b. The offeror must attach the completed IRS W-8 form to the completed page one of the RFP and submit both with the proposal.

2.4.2 If the offeror is a foreign entity that has an Employer Identification Number assigned by the IRS, completing an IRS W-8 form is not necessary. However, be sure to include the Employer Identification Number in the appropriate blank on page one of the RFP.

2.5 Proposal Evaluation and Award:

2.5.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Costs	80
MBE/WBE Participation	10
Experience & Expertise	70
Method of Performance & Missouri Resources	40
TOTAL	200

2.5.2 Oral Presentation: After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

2.5.3 Award Determination: The DPMM shall make the contract award by an all or none basis. The contract award shall result in one offeror providing the consulting services to fulfill the requirements of the RFP.

2.5.4 Cost Evaluation: The evaluation shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary to meet mandatory requirements.

- a. Cost Points shall be calculated using the following formula:

$$(\text{Lowest Total Cost} / \text{Offeror Total Cost}) \times \# \text{ of Cost Points specified above} = \text{Offeror's Cost Points}$$

- b. For the cost analysis evaluation purposes only, it shall be assumed that there will be 22,000 hours of Project Assessment Quotation (PAQ) work performed during the initial contract period and 7,000 hours for each renewal period of the contract. If the offeror is providing multiple PAQ job classifications/per hour rates as indicated in Exhibit A, Table A.1, then the rates shall be averaged to obtain a single rate to be used in the cost analysis. At the sole determination of the DPMM, any non-

relevant/ unessential / entry-level / clerical consultant classification(s) listed in Exhibit A shall not be included in the average calculations.

2.5.5 MBE/WBE Participation Evaluation: The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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2.5.6 Subjective Evaluation: The evaluation of the offeror's experience, expertise, method of performance and Missouri resources shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- a. The offeror should present a detailed description of all products, services, and support proposed in response to this RFP. It is the offeror's responsibility to make sure that all products, services, and support are adequately described in order for the State to determine and verify the offeror's ability to perform the tasks and activities defined in this request.

2.6 Competitive Negotiation of Proposals:

2.6.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3. CONTRACTUAL REQUIREMENTS AND PROVISIONS

This section of the RFP includes the general contract requirements and provisions that shall govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the State and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.

3.1 Contract:

3.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. The State of Missouri shall not sign or execute any additional contract, license, support services, professional consulting services, or other agreements provided by the contractor containing contractual terms and conditions as a result of this procurement. The entire contract agreement shall be pursuant to RFP paragraph 3.1.1. Under no circumstances may a PAQ issued under the contract agreement change or modify any of the terms, conditions, and provisions of the contract.
- b. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- d. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.2 Contract Period:

3.2.1 The original contract period shall be Date of Award through March 31, 2012. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

3.3 Price:

3.3.1 All prices shall be firm, fixed and as indicated on the Exhibit A Pricing Page(s). The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.4 Invoicing Requirements:

- 3.4.1 The contractor shall submit uniquely identifiable invoices to the State agency at the address listed below. Uniquely identifiable shall mean that each invoice can be distinguished by invoice number from a previously submitted invoice.

Department of Economic Development
Attention: Administrator
P.O. Box 1157
Jefferson City, MO 65102

On the face of each invoice, the contractor must identify the vendor name, tax identification number, contract number, and invoice amount.

3.5 Payments:

- 3.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 3.5.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

3.6 American Recovery and Reinvestment Act of 2009 (ARRA):

- 3.6.1 The contractor shall understand and agree that the contract may involve the use of American Recovery and Reinvestment Act of 2009 (ARRA), §3 funds. In accordance with the ARRA, the contractor must comply with the requirements specified by the Federal Government in regard to use of such funds. The current requirements are contained in Attachment 2.

3.7 Federal Funds Requirement:

- 3.7.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. the percentage of the total costs of the program or project which will be financed with Federal money;
 - b. the dollar amount of Federal funds for the project or program; and
 - c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3.8 Contractor Liability:

- 3.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 3.8.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 3.8.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

3.9 Force Majeure:

- 3.9.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. Failure of the contractor to employ adequate personnel to complete the contract requirements shall not constitute a Force Majeure Event. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences as soon as possible. The contractor must give written notice to the designated state agency project sponsor(s)/stakeholder(s) of any Force Majeure Event within 24 hours after its occurrence in order to receive the liability protections of this paragraph.

3.10 Insurance:

- 3.10.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

3.11 Termination:

- 3.11.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

3.12 Contractor Status:

- 3.12.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State

of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

3.13 Subcontractors:

- 3.13.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 3.13.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
 - b. shall not henceforth be in such violation and
 - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.14 Contractor's Personnel:

- 3.14.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 3.14.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 3.14.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 3.14.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section

285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- b. Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- c. Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

3.15 Participation by Other Organizations:

- 3.15.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
- 3.15.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- 3.15.3 The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 3.15.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - a. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

3.16 Substitution of Personnel:

- 3.16.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The

contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld

- 3.16.2 At the state agency's request and with reasonable justification, the contractor shall provide immediate replacement of any of the contractor's staff providing services under the contract if deemed to be in the best interests of the state agency.

3.17 Inventions, Patents, and Copyrights:

- 3.17.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 3.17.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.
- 3.17.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

3.18 Coordination:

- 3.18.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

3.19 Transition:

- 3.19.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

- 3.19.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.

3.20 Property of State:

- 3.20.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor as a requirement of the contract pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri and shall be delivered to the state agency within seven (7) calendar days.

3.21 Confidentiality and Security Documents:

- 3.21.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 3.21.2 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3.22 Contract Monitoring:

- 3.22.1 The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:
- a. Withholding authority to proceed to the next phase of the project until the state agency receives evidence of acceptable performance within a given contract period;
 - b. Requiring additional, more detailed financial reports or other documentation;
 - c. Additional contract monitoring/project oversight;
 - d. Requiring the contractor to obtain technical or management assistance; and/or
 - e. Establishing additional prior approvals from the state agency.

3.23 Prohibitive Hiring:

- 3.23.1 The contractor shall not hire any current employee of the State of Missouri, or any individual who is an information technology employee of any agency of the State of Missouri, including the University of Missouri or the regional colleges, for work on the project identified in the RFP for a period of not less than six (6) months prior to their date of employment with the contractor (unless the individual has retired in accordance with the State of Missouri's retirement program or has experienced a cessation of employment due to layoff from their State of Missouri department, or otherwise dismissed), without the prior written approval of the Director of the state agency or other designated official. It is agreed between the parties that the contractor shall obtain the required approval before contacting any described employee for the purposes of possible employment.

4. PERFORMANCE REQUIREMENTS

This section of the RFP includes information and requirements relating to the performance requirements that the requesting agency wants to acquire and implement. The contents of this section and in the exhibits include mandatory requirements that will be required of the successful offeror and subsequent contractor as well as other attributes that are desired. The offeror is requested to provide detailed information in the Exhibit D of this RFP regarding the proposed method of performance of the services as described herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute shall be binding upon the offeror in event the proposal is accepted by the state.

4.1 General Requirements:

- 4.1.1 The contractor shall provide strategic economic development planning consulting services to the Department of Economic Development of the State of Missouri (hereinafter often referred to as "state agency", "department", "DED") in accordance with the terms and conditions defined herein. All strategic economic development planning initiatives described in RFP Section 4.3 shall be further defined and scoped through the Project Assessment Quotation (PAQ) process (refer to RFP section 4.6).
 - a. The final Strategic Economic Development Plan deliverable must be delivered to the state agency no later than December 17, 2010 unless otherwise agreed to in writing by the state agency.
- 4.1.2 The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's services that may be required under the contract.
- 4.1.3 When the contractor is requested to perform services on-site at the state agency facility, the work performed must occur during the normal business hours, unless the state agency has otherwise authorized after-hours access for the contractor. It shall be at the state agency's sole discretion as to allow the contractor's staff any after-hours access to the state agency facility.
 - a. No overtime payment shall be allowed. Compensation for the contractor shall only be made pursuant to the hourly rates specified in Exhibit A in accordance with the total PAQ price.
- 4.1.4 The contractor shall understand and agree that the state agency requesting services under the contract shall reserve the right to accept or reject any of the contractor's consultant(s).
 - a. All of the contractor's consultants providing services to the state must be authorized to work in the United States in accordance with applicable federal and state laws and regulations.
 - b. Offshore services shall not be provided under the resulting contract.
- 4.1.5 If the contractor's services are requested to be provided on-site at the state agency's facility, the state agency will provide adequate workspace (as determined by the State of Missouri) for the contractor's staff and the state agency shall be responsible for providing necessary office equipment, access to a telephone, necessary computer/communications access, and project-specific software and desktop suite software if specified by the agency as a project requirement. (Note: The contractor shall be responsible for costs associated with licensing software tools that may be necessary to perform a particular consulting service – e.g. project management software tools needed when performing project management consulting services. However, any software used should be the same as or compatible with the software used by the state agency for which the work is being performed.) If available and necessary, the state agency may provide limited clerical support and supplies and printing facilities.
- 4.1.6 The contractor's off-site facility(ies) available under the contract must be located within the continental United States. No travel expenses shall be charged or assessed to the state agency for any off-site consulting services. It is desirable the contractor have an off-site facility specifically available in Jefferson City, Missouri.

- 4.1.7 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment and supplies necessary to perform the services required herein.
- 4.1.8 The contractor's consultants must adhere to the contracting state agency's policies pertaining to acceptable use (Internet and electronic mail), facility and data security, press releases, and public relations. Upon initiation of engagement, the contractor should review the individual agency's policies pertaining to acceptable use (Internet and email), facility and data security, press releases, and public relations with the state agency's project administrator/sponsor or their designee.
- 4.1.9 It is highly desirable the contractor ensure all consultants provided under the contract receive ongoing training in the applicable disciplines and areas of expertise. The contractor must not rely upon or expect the State of Missouri to provide such for the contractor's consultants.

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- 4.1.10 The contractor must have prior experience within the past *ten* years from the date of the proposal return date stated on the cover page of the RFP in strategic economic development planning for a governmental statewide or larger public regional/community economic development organization that involved a population size of at least *300,000* within in the United States of America.
- 4.1.11 In order to provide an unbiased strategic economic development plan, the contractor shall not have a vested interest in the outcome of the strategic economic development plan. The contractor shall agree and understand that the State of Missouri may preclude the contractor and any subcontractors from entering into subsequent projects to execute specific components of the strategic economic development plan if there is a substantiated conflict of interest as perceived at the sole determination of the State of Missouri.
- 4.1.12 Travel Expenses: If services are requested to be provided on-site at the agency's facility, the contractor shall be reimbursed for actual and reasonable expenses in accordance with the Office of Administration's travel regulations (<http://www.sos.mo.gov/adrules/csr/current/1csr/1c10-11.pdf>). The contractor must have the prior written approval of the state agency's project administrator prior to incurring any travel or other project expenses.

The State of Missouri reserves the right to assess the reasonableness of the contractor's travel expenses in accordance with the Maximum Per Diem Rates for lodging, http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2010&contentType=GSA_BASIC&contentId=17943&queryState=Missouri&noc=T . At the request of the agency, the contractor shall submit copies of the original receipts for lodging, meals, airfare, mileage etc., to the agency. In the event the contractor's travel expenses for lodging and meals are determined by the State of Missouri to be unreasonable, the State of Missouri reserves the right to reimburse the contractor in accordance with the maximum rates specified for Missouri on the GSA web site.

- a. The contractor shall not be reimbursed for any expenses if the contractor's staff resides within a forty-five (45) mile radius of the state agency's location where services are being provided or if services are being provided at the contractor's facility or consultant's residence.
 - b. Travel time from the contractor's staff's office or residence to the state agency facility and travel time from the state agency facility to the contractor's staff's office or residence shall not be considered billable time.
 - c. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.
- 4.1.13 Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all services required pursuant to the contract terms,

conditions, and provisions. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided by the contractor.

- 4.1.14 The contractor must provide a project manager that shall be the primary point of contact for the state agency for the responsibility insuring the fulfillment of the performance requirements of RFP. It is highly desirable that the contractor's project manager be Project Management Institute (PMI) Certified Project Manager. The contractor's Project Manager shall be responsible for all duties as outlined in the Missouri Project Management Best Practices Reference Manual.
- a. The project work shall substantially follow the State of Missouri standards and guidelines for project management referenced on the Information Technology Services Division's website at <http://www.oa.mo.gov/itsd/cio/projectmgmt/index.htm>.
 - b. The contractor's Project Manager must develop and deliver at the Project Kickoff Meeting the detailed Project Plan. The Project Plan must be developed in accordance with the Missouri Project Management Best Practices Reference Manual and must at a minimum, include the following:
 - 1) Scope Management Plan,
 - 2) Work Breakdown Structure (WBS),
 - 3) Quality Management Plan,
 - 4) Staffing Management Plan,
 - 5) Communication Management Plan,
 - 6) Change Management Plan,
 - 7) Risk Management Plan, and
 - 8) Issue Tracking Process.
 - c. The contractor's Project Manager must develop and deliver at the Project Kickoff Meeting the Project Organization Chart which includes the Sponsor, Quality Assurance, Configuration Management, Steering Committee, Purchasing and Resources.
 - d. Prior to the Project Kickoff Meeting, the project plan shall be mutually agreed to and further developed by both the contractor and the state agency. This initial project plan shall be considered finalized when the DED's project administrator has provided signature approval of the project plan. Within five (5) business days of finalizing the project plan, the contractor shall be responsible for providing a copy of the signed finalized project plan to the Division of Purchasing and Materials Management.
 - 1) The contractor shall be required to update the project plan. During the monthly meetings the contractor and state staff will jointly discuss timing and staffing issues that will impact the timeline. The result of these meeting discussions shall be an updated project work plan. The deliverable items required pursuant to this RFP must be delivered to the agency in accordance with the project plan. Any changes to the project plan timeline that affects the originally agreed to delivery date of a deliverable item must be documented as a change to the project plan and shall require approval signatures on the revised project plan from DED project administrator. Within five (5) business days of obtaining signatures on the revised project plan, the contractor shall be responsible for providing a copy of the signed revised project plan to the Division of Purchasing and Materials Management. The contractor shall agree and understand that the firm, fixed cost stated in Exhibit A and any subsequent Project Assessment Quotation (PAQ) for the deliverable items/services shall not be increased unless the state agency requests a corresponding increase in the scope of work in excess of the RFP and/or PAQ requirements. If the scope of work does not increase, the contractor shall complete all work agreed upon in accordance with the RFP/PAQ requirements at the firm, fixed cost stated in Exhibit A/PAQ. Such changes in scope of work shall be processed through an amendment to a PAQ pursuant to RFP section 4.6.

4.2 Preliminary Planning and Reporting Requirements / Mechanisms:

- 4.2.1 The state agency shall coordinate and facilitate all meetings with the contractor. The state agency, in collaboration with the contractor, shall schedule the meetings and arrange dissemination of meeting materials. The state agency shall perform all meeting logistics for the meetings that are to be held in Jefferson City, Missouri; however the contractor shall be responsible for all coordination related to the contractor's travel, lodging, meals, and other related arrangements.
- 4.2.2 Within fourteen (14) calendar days after the award date of the contract, the contractor shall coordinate with the state agency's project administrator to schedule and meet in Jefferson City, Missouri to discuss the strategic economic development plan detail; to review the contractor's strategic economic development planning methodology including timelines; to coordinate logistics of future meetings between the state agency and the contractor; and to obtain other pertinent data and information including a listing of the initial state and contractor's staff representatives and stakeholders that both parties shall work with.
- 4.2.3 The contractor shall develop an online reporting mechanism (a Program Tracking Portal (PTP)) for the state agency to use in tracking implementation of the strategic economic development plan. The online reporting mechanism must facilitate the ability to complete and provide printable monthly plan implementation progress reports once the strategic economic development plan has been implemented. The contractor's Program Tracking Portal (PTP) shall be a solution to access data through a single point of entry (i.e. – access to each project, project plans, Gantt charts, status reports, documentation, issue tracking, communication plan, reporting, dashboards, etc.), for the Strategic Economic Development Plan (often referred to as the “program” or “project”) such as an online web-based application or equivalent solution recommended by the contractor and approved by DED and OA-ITSD-DOLIR, which must reside on the DED and OA-ITSD-DOLIR network. It is envisioned that information will be accessible in a security role based format. The contractor shall develop a reporting structure that provides the requested information listed below as well as permit trend analyses regarding the progress (or lack thereof) towards goals, changes in the economy that may affect goal achievement and any actions needed by management personnel:
- a. Project Charter/Organizational Chart - The contractor must clearly identify and document all stakeholders identified and involved in the Program to include creation of an organizational chart/diagram reporting mechanism and contact information (names, phone, and emails) of the stakeholders, and maintain this information on the PTP.
 - b. Repository for all Program/Project documents and management of those documents.
 - c. Scheduling of equipment and staff resources for the Program and each Project.
 - d. Program/Project Issue Tracking/Resolution
 - e. Communication Plan(s)
 - f. Status Report(s)
 - g. Program/Project Dashboards
 - h. Organizational Chart(s)
 - i. Program/Project Directory
 - j. Gantt Charts
 - k. Project Plan(s)
 - l. Work Breakdown Structure(s) (WBS)
 - m. Change Control(s)
 - n. Invoice Tracking for the Program and each Project
 - o. Are the strategies being completed and objectives being achieved according to the timelines specified in the strategic economic development plan? If not, why?
 - p. Are there adequate resources (e.g. money, equipment, facilities, training, etc.) to achieve the goals and objectives of the strategic economic development plan?
 - q. What has been learned in implementing the strategic economic development plan strategies that will improve future planning activities and also improve future monitoring and evaluation efforts?

- r. Are there changes that would facilitate and accelerate achievement of the strategic economic development plan goals and objectives?
- 4.2.4 The contractor must assist the DED and OA-ITSD/DOLIR in tracking Program/project(s) budget(s) in collaboration with the Department's Financial Management Unit, to include tracking of actual spending, deliverables/budget alignment, to include project metrics reporting as outlined in State of Missouri Best Practices (<http://oa.mo.gov/itsd/cio/projectmgmt/>).
- 4.2.5 The contractor must provide a Change Control Plan concerning any scope change or change order. The contractor will be required to provide an impact analysis to be completed by the contractor, with the assistance of other project teams, prior to state approval. The contractor shall provide and maintain a detailed management structure for addressing any potential risks, constraints and expectations associated with any Project within the Program.
- 4.2.6 The contractor shall submit three (3) copies of a preliminary outline of the organizational structure of the 5-year strategic economic development plan to the state agency in accordance with the contractor's project plan.
- a. The preliminary outline shall delineate the main topics and sub-topics that will later be described in detail in the final written strategic economic development plan.
 - b. Beneath each topic and sub-topic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or sub-topic.
- 4.2.7 The contractor shall submit three (3) copies of a preliminary draft of the strategic economic development plan to the state agency in accordance with the contractor's project plan.
- 4.2.8 The contractor shall coordinate and facilitate six (6) Missouri regional public meetings to gain input regarding the contractor's strategic economic development plan draft. The contractor, in collaboration with the state agency's project administrator, shall schedule the meetings, prepare and arrange dissemination of meeting materials, and communicate through partner channels of communications (e.g., e-mail, newsletters, action alerts) as well as other means to ensure public notification of the meetings. The state agency's project administrator, shall perform all meeting logistics and provide the facilities, copies of draft plan, and equipment for the regional meetings, which will be held in the six (6) district sites; however, the contractor shall be responsible for providing other incidental supplies as well as all coordination related to the contractor's travel, lodging, meals, and other related arrangements. The regional meetings will be open to the general public. The state agency's project administrator estimates, but in no way guarantees, that approximately forty to fifty (40-50) people will attend each meeting.
- 4.2.9 The contractor shall submit three (3) copies of a summary report of the information obtained and recommendations of the contractor based on public feedback through the six (6) Missouri regional public meetings and any recommendations for future meetings to the state agency's project administrator within twenty-one (21) calendars following the completion of the last of the six regional public meetings.
- 4.2.10 The contractor shall submit three (3) copies of a revised draft of the strategic economic development plan that incorporates the information gained from the regional public meetings to the Administrator.
- 4.2.11 The contractor shall submit three (3) copies of the proposed final strategic economic development plan to the state agency's project administrator for review by no later than December 17, 2010.
- 4.2.12 The contractor shall submit 100 hard copies and an electronic copy (in Microsoft Word or Page Maker) of the final strategic economic development plan to the state agency's project administrator. The contractor shall submit hard copies that are comparable in presentation quality and format to the Strategic Economic Development Plans of Ohio, Florida, and Washington. These plans may be viewed at:
- <http://development.ohio.gov/strategicplan/>

- <http://www.eflorida.com/IntelligenceCenter/Reports/flip/roadmap/index.html>
- <http://www.wedc.wa.gov/Download%20files/WEDCStrategicReportv.2.1.pdf>

- 4.2.13 At the request of the state agency, the contractor shall make at least two (2) oral presentations of the final strategic economic development plan to the state agency and any other designated entity stakeholder participants, as deemed necessary by the state agency's project administrator within one (1) month of the Administrator's acceptance of the final strategic economic development plan. If required, such presentations will usually be required to be held in Jefferson City, MO. The state agency's project administrator will give the contractor at least seven (7) calendar days notice for any such presentation.
- 4.2.14 The contractor shall submit three (3) copies of a Final Planning Process Report containing an assessment of the overall strategic economic development planning process with improvement recommendations for future planning, to the A state agency's project administrator in accordance with the contractor's project plan.
- 4.2.15 The contractor must create and maintain a Lessons Learned Document to be included in each Annual Report as well as facilitate a Lessons Learned Meeting at closure for the Program/Project group review. The following questions to answer in such a session include but should not be limited to:
- a. Did the delivered product meet the specified requirements and goals of the project?
 - b. Was the customer satisfied with the end product?
 - c. Were cost budgets met?
 - d. Was the schedule met?
 - e. Were risks identified and mitigated?
 - f. Did the project management methodology work?
 - g. What could be done to improve the process?
 - h. What bottlenecks or hurdles were experienced that impacted the project?
 - i. What procedures should be implemented in future projects?
 - j. What can be done in future projects to facilitate success?

4.3 Strategic Economic Development Plan Requirements:

- 4.3.1 The contractor shall facilitate and produce a multi-year strategic economic development plan for the State of Missouri, in accordance with the provisions and requirements stated herein.
- a. The strategic economic development plan shall encompass a five (5) year period and shall provide a reporting mechanism to track work being done once the strategic plan has been implemented. The strategic economic development plan shall focus on a five-year period for completion of implementation of the strategic plan by the end of calendar year 2015.
 - b. The strategic economic development plan shall include, but not be limited to: An economic analysis of Missouri and six (6) regions; a set of *at least* eight (8) major strategic initiatives; and, for each initiative, a set of tactical action steps.
 - c. The contractor shall specify services that shall be performed by the contractor to facilitate the state agency's completion of the tactical action steps of the plan including specific tasks that will be performed, personnel who will perform each task, anticipated work hours each person will provide, deliverables that will be provided, and a detailed time line and schedule for development and the preparation of the strategic economic development plan document.
 - d. Prior to acceptance of a strategic initiative or plan, the contractor shall agree and understand that the state agency shall have complete and total approval authority of the strategic economic development initiatives and plans. The contractor must provide document deliverables that are of satisfactory quality (i.e., presented in a logical, easy to read format, no grammatical errors, no spelling errors, etc). The state agency shall have the expressed right to require the contractor, at the contractor's

expense, to modify, delete, provide additional elaboration on all or any part of the document(s) if such document(s) fail to fulfill the contract and/or PAQ requirements.

- 1) The contractor shall make any such changes and submit the revised strategic economic development plan within a timeframe stipulated by the state agency.

4.3.2 The strategic economic development plan shall include, but not be limited to, the following with further work effort details defined through the Project Assessment Quotation (PAQ) process described in RFP section 4.6:

- a. Facilitate the State Agency's and any State designated entities' participation in strategic economic development planning process.
- b. Facilitation of weekly strategic economic development planning meetings.
- c. Determine and evaluate the key economic assets, and strategic initiatives for each region.
- d. Benchmark Missouri's key economic assets, business climate, incentives, workforce skills, infrastructure, utilities, capital availability, research institutions, and delivery systems (economic development services, workforce training, business assistance) to at least three (3) comparable states and best practices.
- e. Determine the most effective actions to transform the Missouri (and regional) economy. At least eight (8) major strategic initiatives shall be developed by the contractor, and within each initiative, specific tactical plans to achieve the strategic initiatives.
- f. Determine the primary regional industry clusters and/or regional targeted industries in order to target the state/regional marketing activities, infrastructure development, and other resources to facilitate the growth and development of such clusters.
- g. Develop a process for obtaining input from partners, businesses, the public, and others.

4.3.3 The strategic economic development plan shall include specific tactical plans to achieve the strategic initiatives, including the action/strategy to be performed, key result, responsible/contact person, due date, and resources to be used. The state agency will utilize the implementation plan in tracking the implementation of the strategic economic development plan.

4.3.4 The contractor shall meet with the state agency's project administrator to discuss each such consultation project in detail in order for the contractor to establish a clear understanding of the consultation project and of specific details regarding the desired approach and outcome expectations associated with the consultation project.

- a. The contractor shall come to the Department of Economic Development office located in the Truman Building in Jefferson City, MO for such meetings, if required by the state agency's project administrator. However, on occasion, the state agency's project administrator may handle the meeting via telephone.
- b. The A state agency's project administrator will attempt to give the contractor a minimum of seventy-two (72) hours notice prior to such meeting.
- c. The state agency's project administrator will present the contractor with the following types of information during such meeting, which will be initiated and included in a PAQ:
 - 1) Areas of Study;
 - 2) Key Partner Organizations for the project;

- 3) Required completion dates, maximum time lines, and/or maximum budgets, if any, applicable to the project; and
- 4) Specific questions and issues to be considered for legal analysis that may arise.

4.3.5 By no later than seven (7) calendar days after such meeting, the contractor shall prepare a response to the PAQ for the specific consultation project required by the state agency's project administrator, which shall provide specific details regarding each of the following and the additional requested information described in the PAQ process stipulated in RFP Section 4.6:

- a. A step by step plan of action for all services that will be performed by the contractor including specific tasks that will be performed, personnel who will perform each task, and anticipated man hours each such person will work. In addition, the plan should include a preliminary outline of the format and organizational structure of the final product/report that will be the outcome of the contractor's services on the project.
- b. A detailed time line and schedule for performance and completion of the consulting project required by the state agency's project administrator.
- c. A detailed line item budget and total firm, fixed price for completion of the specific consulting project required by the state agency's project administrator and described in the PAQ. The PAQ price must be developed using the firm, fixed hourly prices stated on the Exhibit A Pricing Page(s) of the contract.

4.4 Acceptance/Approval:

4.4.1 Acceptance/Approval of a Deliverable shall mean the state agency's acceptance/approval of a deliverable, which shall be provided to the contractor in writing by the state agency at the end of the review period. The review period timeframe shall be at the sole discretion of the state agency; however, it shall not exceed twenty (20) business days. As each of the deliverables listed in a PAQ are completed, the contractor must obtain written acceptance from the state agency's project administrator/sponsor or other state designee before that deliverable shall be deemed completed and therefore eligible for payment. Work may continue on additional deliverables during the review period of the acceptance process.

4.4.2 The Review Period shall be a maximum of twenty (20) business days from the date of submittal, unless otherwise agreed to in writing by the state agency and the contractor for specific deliverables. The state agency along with the contractor must use "track changes" or a state agency approved comparable solution when modifying/documenting changes to document deliverables. If the state agency does not approve a deliverable that has been delivered by the contractor, the twenty (20) business day review period starts over from the new date of submittal of the revised deliverable. The twenty (20) business day review period begins the following business day after date of delivery. The contractor shall indicate what specific items are being submitted for review to the state agency. Within the review period, the state agency shall provide the contractor a written response indicating specific acceptance/approval or reasons for additional review of each of the deliverables in order for the deliverable(s) to be considered accepted/approved. Only "accepted/approved" deliverables shall be authorized for payment. The state agency shall not unreasonably withhold acceptance/approval.

4.5 Reporting and Record Retention Requirements:

4.5.1 The contractor shall submit the reports required herein within the timeframes specified. In addition, the contractor shall submit a monthly progress report, within fifteen (15) calendar days following the end of each month, which shall outline the following information:

- a. Meetings held, specific accomplishments, and key steps achieved in the strategic economic development planning process during the monthly reporting period;

- b. The specific activities and projects completed pursuant to the provisions of the contract and the completion dates of such tasks;
- c. The specific planned activities and projects and projected completion date(s) remaining to be completed pursuant to the provisions of the contract; and
- d. Any other pertinent information and accomplishments from the month.

4.5.2 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency's project administrator. These records must be made available at all reasonable times to the state agency's project administrator and the Missouri State Auditor during the contract period and any renewal period, and for three (3) years from the date of final payment on the contract or contract renewal period, whichever is later.

4.5.3 The contractor shall permit governmental auditors and authorized representatives of the State to have access to the State of Missouri specific data and information pursuant to the resulting contract for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate.

4.6 Project Assessment Quotation (PAQ):

4.6.1 Project Assessment Quotations: The contractor shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Director/Administrator as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

a. **STEP 1: PAQ REQUEST**

The agency's designated Project Director/Administrator will present a written request for each PAQ to the contractor, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications.

b. **STEP 2: DRAFT PAQ**

The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from the agency's designated Project Director/Administrator with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

c. **STEP 3: APPROVAL OF DRAFT PAQ**

If the draft PAQ is approved by the agency's designated Project Director/Administrator, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Director/Administrator for final approval.

d. **STEP 4: FINAL PAQ**

The contractor's final PAQ must include:

- 1) contract number;
- 2) state agency name/address
- 3) state agency designated Project Director/Administrator name and phone number
- 4) contractor contact name and phone number
- 5) brief title of specific PAQ

- 6) final PAQ issue date
 - 7) a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
 - 8) the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
 - 9) detailed completion schedule for each task/component of the project work;
 - 10) mutually agreed upon turnaround times for the agency's designated Project Director/Administrator to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
 - 11) mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
 - 12) identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
 - 13) signature and date lines for both the contractor and the agency's designated Project Director/Administrator to signify approval.
 - 14) the contractor's final PAQ must also include all travel-related expenses if services are requested to be provided on-site and must adhere to the terms, conditions, and provisions of RFP paragraph 4.1.12 entitled "Travel Expenses".
- e. **STEP 5: APPROVAL OF FINAL PAQ**
The contractor and the agency's designated Project Director/Administrator must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency's designated Project Director/Administrator (1) must retain one signed copy; (2) must forward a copy to the Division of Purchasing and Materials Management for inclusion in the contract file and (3) must send one copy to the contractor.
- f. **STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**
An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Contract Release Order except the state agency may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.
- g. **STEP 7: FORMAL ACCEPTANCE**
Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Director/Administrator in writing and shall submit an invoice in accordance with the PAQ approved by the agency's designated Project Director/Administrator. The agency's designated Project Director/Administrator shall review, approve, and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state. Once the PAQ project work has been formally accepted by the state agency, the contract shall deliver the source code materials pertaining to the PAQ project work to the state agency within five (5) business days.
- h. **STEP 8: COST RECOVERY FOR CONTRACTOR**
Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency's designated Project Director/Administrator in accordance with the milestones for compensation outlined in the PAQ.

i. GENERAL REQUIREMENTS

- 1) The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
- 2) The agency's designated Project Director/Administrator reserves the right to reject any contractor-submitted PAQ, and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc).
- 3) The contractor shall not be paid for the preparation of the PAQ.
- 4) A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract, which the contractor was awarded and must not change any provision of the contract.
- 5) Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Director/Administrator. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.
- 6) The agency's designated Project Director/Administrator shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five (5) business days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all developed source code, documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Director/Administrator become the property of the State of Missouri. The contractor shall be entitled to receive compensation for that work completed and accepted by the State pursuant to the PAQ prior to the effective date of termination.
- 7) The duration of any PAQ must not exceed the effective contract period.
- 8) Project Assessment Quotation Invoicing: The contractor shall submit an itemized invoice to the agency within 30 calendar days after completion of and in accordance with the mutually agreed upon milestones for compensation of project costs for the contractor's project work (as specified in applicable Project Assessment Quotation).
- 9) The State of Missouri reserves the right to conduct a separate procurement process(es) to establish a contract(s) for the same or similar services for any of the agency's specific projects and/or to continue to utilize valid existing consulting services contracts, if determined to be in the state's best interests.

j. Payment Holdback:

Ten percent (10%) of each PAQ project shall be held back. The holdback amount shall be paid to the contractor upon acceptance of the PAQ deliverable(s) by the state agency's project administrator pursuant to RFP section 4.4. Failure to resolve or correct deliverable errors/defects discovered during the acceptance review period shall result in forfeiture of the payment holdback amount at the state agency's discretion. The contractor shall understand and agree that the payment holdback provisions described herein shall not be construed as a penalty.

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.

- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with sections 34.010 and 34.070, RSMo, and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.

- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working

days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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